

DWD #MARK

CONTRACT AGREEMENT

THIS AGREEMENT, is made and entered into this MARK day of MARK 2000, by and between the Division of Workforce Development, hereinafter referred to as the Contractor, and MARK, hereinafter referred to as the Contracting Agency.

WITNESSETH:

WHEREAS, the Governor of the State of Missouri has authorized the Contractor, as his designee for the Workforce Investment Act (WIA) (P.L. 105-220, or as amended) to make application for and accept funds provided by the Secretary of the United States Department of Labor (USDOL) under WIA; and

WHEREAS, the Secretary of the United States Department of Labor, in accordance with the Workforce Investment Act (WIA) (P.L. 105-220, or as amended) has provided funds to the Governor of the State of Missouri under WIA; and

WHEREAS, the Governor and the Missouri Legislature have provided the General Revenue and Federal funds to the Department of Economic Development, Division of Workforce Development; and

WHEREAS, the Governor and the Missouri Legislature have authorized the Contractor to administer the WIA and other appropriated funds; and

WHEREAS, the Contracting Agency is willing, able and appropriately designated in the Local Workforce Investment Area Plan to receive such funds.

NOW, THEREFORE IT IS AGREED by and between the parties hereto, as follows:

1. The period of performance under this Contract Agreement shall be from _____ to _____. Funding identified in Paragraph 2, other than WIA Title I-B Youth, are not available prior to July 1, 2000. The contract agreement shall not bind nor purport to bind the State of Missouri for any contractual commitment in excess of the original contract period. However, the contract agreement is automatically extend for one one-year period (July 1 – June 30) for a maximum total of two years.

Each automatic extension shall be based upon the approval of the contractor of the Local Workforce Investment Area Plan applicable to each extension period and retention of Grant Recipient/Local Area Grant Subrecipient/Local Area Fiscal Agent designation (as appropriate). All terms, conditions, and provisions of the original contract or as amended, shall remain the same and apply during the extension period.

2. Payment hereunder shall not exceed \$_____. Such amount to be derived from the Contractor approved Training Plan and listed in Exhibit I. The Contractor may revise the above amounts without formal two-party signature contract amendment in accordance with Local Workforce Investment Area Plan Modifications approved by the Contractor that may increase or decrease the total funding included in the contract agreement. Revisions of Paragraph Two funding derived for the Local Workforce Investment Area Plan Modifications approved by the Contractor shall be transmitted to the Contracting Agency. Local Workforce Investment Area Plan Modifications that may increase or decrease the total funds included in the contract agreement shall not require formal contract amendment between the contractor and contracting agency.

Refer to Exhibit III for the appropriate Catalog of Federal Domestic Assistance (CFDA) number assigned to specific funding sources listed in this paragraph.

The description of allowable expenditures shall be the Budget Amount column on the Contract Progress Report (CPR). The original Budget Amount on the CPR shall be taken from the approved Local Workforce Investment Area Plan or modification whichever is appropriate. Changes shall be made on the CPR by revising the Budget Amount column and having the Local Workforce Investment Area Board Chairperson sign approving the change. The Contractor has ten working days from receipt of the CPR to disapprove the change; if no action is taken by the contractor the change is approved. The Contractor will make appropriate changes to the Budget Amount column of the CPR for any approved Local Workforce Investment Area Plan Modifications that increase or decrease funds available.

- (a) The Contracting Agency shall submit a CASH FORECASTING AND DRAWDOWN REQUEST (CFDR) form on a monthly basis showing the weekly cash requirements for program operations. The Contractor reserves the right to monitor and, when deemed necessary by the Contractor, to restrict cash flow to prevent accumulation of excess cash. Excess cash shall be defined as cash in excess of the cash needed for the operation of five working days.
 - (b) The Contracting Agency shall during the term of the agreement prepare and submit monthly to the Contractor a Contract Progress Report or other similar expense report form as required by the Contractor. A CPR shall be prepared for each funding category identified in paragraph two (2) and a CPR(s) shall also be prepared to report stand-in costs, if they are to be used in accordance with 20 CFR 667.300(c)(2). Contracting Agency shall submit this report no later than the close of business on the tenth (10th) calendar day of the month following the month for which activities are reported upon to the Contractor. The Contracting Agency may discontinue submitting Contract Progress Reports when:
 - (1) All funds are expended; and,
 - (2) No costs are accrued; and,
 - (3) No line-item of the Budget exceeds expenses; and,
 - (4) A report has been submitted marked "FINAL".
 - (c) The Contracting Agency shall submit a Program Income Report in accordance with 20 CFR Part 667.200(5)(6)(7) on a quarterly basis by the fifteenth (15th) calendar day of the month following the last month of the quarter being reported. Reports shall be on an accrual basis, which includes all costs, incurred, not just those which have been paid. The Contracting Agency may discontinue submitting the Program Income Report when:
 - (1) The CFDR has been discontinued in accordance with 2(a); and,
 - (2) The CPR has been discontinued in accordance with 2(b); and,
 - (3) All Program Income earned has been expended; and,
 - (4) All Program Income earned and expended has been reported to the Contractor.
 - (d) The Contracting Agency shall submit any other such financial and statistical reports the contractor may require.
 - (e) The Contracting Agency shall submit reporting forms specified in (a) (b) and (c) above as issued by the Contractor.
3. The Contract Agreement is subject to all terms and conditions of the WIA and any amendments or revisions thereto, which by this reference are incorporated herein as if fully rewritten.
4. The Contract Agreement is subject to all terms and conditions of 20 CFR (Code of Federal Regulations) 660 through 667 and any amendments or revisions thereto, which by this reference are incorporated herein as if fully rewritten.

5. The Contracting Agency agrees to abide by DWD Issuances, which interpret issuances of the USDOL and explain Division of Workforce Development (DWD) policy decisions.
6. The Contracting Agency shall provide and perform the services as specified in the Local Workforce Investment Area Plan, as approved by the Contractor.
7. The Contracting Agency and its subrecipients shall in accordance with 20 CFR 667.200(a)(1 and 2) comply with the Uniform Administrative Requirements applicable to their organization as codified at 29 CFR Part 95 or Part 97. The Contracting Agency and its subrecipients shall in accordance with 20 CFR 667.200 (c) comply with the allowable cost/cost principles applicable to their organization as codified at 29 CFR Part 95.27 or 97.22
8. To the extent allowed by law, the Contracting Agency will proceed and save the Contractor herein harmless from any and all loss, claims, expenses, action, causes of actions, costs, damages and obligations, final or otherwise, arising from any and all acts of the Contracting Agency, its agents, employees, licensees, WIA participants hereunder or invitees that results in injury to property or loss to Contractor, arising from performance of this contract, as those injuries, damages or losses relate to any person, corporation, partnership or any other entity.
9. The Contracting Agency assumes full liability for the actions of itself and all it's subcontractors for all expenditures determined by the Contractor to be unallowable. The Contracting Agency further agrees to repay from non-WIA sources all expenditures determined by the Contractor to be unallowable.

Such paragraph is not intended and shall not relieve the Chief Elected Official(s) of the Local Workforce Investment Area of liability as provided by the Workforce Investment Act Section 117(d)(3)(B)(i)(I or II).

10. The Contracting Agency shall provide or have financial and/or compliance audits prepared and resolved in accordance with 20 CFR 667.200(b), Office of Management and Budget Circular A-133 and any amendments or revisions thereto, which by this reference are incorporated herein and made a part hereof as if fully rewritten. Additional information shall be provided as requested by the Contractor in resolution of the Contracting Agency or subrecipient audits as necessary.
11. If any term, covenant, or condition of the Contract Agreement shall be determined judicially to be illegal, invalid, or unenforceable, the remaining terms, covenants and conditions of the agreement shall not be affected thereby and each term, covenant, or condition of the agreement shall be valid and be enforced to the fullest extent permitted by law.

12. The Contractor and Contracting Agency agree to the following cancellation provisions:
 - (a) The Contractor may cancel this Contract Agreement immediately for non-compliance with any requirement of WIA or the regulations promulgated under that Act, or non-compliance with the requirements of any other applicable law, or the withdrawal of the Grant Recipient/Local Area Grant Subrecipient/Fiscal Agent designation (as appropriate) by the Local Workforce Investment Board or the Chief Elected Official(s), by giving written notice to the Contracting Agency of such termination and specify the effective date thereof. In the event of such cancellation, Contracting Agency will be paid to the date of cancellation for such work as has been properly performed hereunder, as determined by the Contractor.
 - (b) If the Contracting Agency fails to perform under the Contract Agreement or fails to make sufficient progress so as to endanger performance, the Contractor may cancel this agreement, in whole or in part, upon 30 days written notice to Contracting Agency. In the event of such cancellation, Contracting Agency will be paid to the date of cancellation for such work as has been properly performed hereunder, as determined by the Contractor.
 - (c) Either party may, at their option, cancel this Contract Agreement without penalty upon 30 days written notice. In such event, Contracting Agency shall receive full payment for services reported in accordance with Paragraph 2(b) prior to such termination. However, in no event shall any said payment exceed the obligated amount for said services.
13. Any changes in the scope of services under this Contract Agreement shall be made by written amendment and signed by all parties, except as provided in Paragraph 2, or 5 for DWD WIA Issuances.
14. The Contracting Agency agrees to comply with the provisions of the Assurances and any amendment or revisions thereto as described in Exhibit II which are incorporated herein and made a part thereof as if fully rewritten. Such Assurances shall be applicable to Contracting Agency subrecipients receiving WIA funds under this contract agreement. The Contractor shall have authority to the extent allowable by law to require the Contracting Agency or its subrecipients to take corrective, and/or remedial action if provisions are violated.
15. The Contracting Agency assures, as a condition to the award of financial assistance under WIA from the Department of Labor, with respect to operation of the WIA-funded program or activity and all agreements or arrangements to carry out the WIA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of WIA Section 188, 20 CFR 667.200(f), 29 CFR Part 37, and as included in Exhibit II Attachment 1.

16. The Contractor, the Department of Economic Development, the State Auditor's Office, the U.S. Department of Labor, the Comptroller General of the United States, and any of these agencies designated representatives at any time during normal business hours and as often as deemed necessary and shall have the right to monitor or audit activities and review, copy, make excerpts or transcripts of any or all books and records (including computer records), reports, correspondence, forms, contracts, invoices, materials, payrolls, records of personnel, files or other such documentation at any Contracting Agency site, or Contracting Agency Subcontractor or site, for which funds have been provided under this Contract Agreement. This right also includes timely and reasonable access to personnel of the Contracting Agency, its subrecipients and vendor subcontractors, for the purpose of interviews and discussions related to such documents. The monitoring function may be implemented through the use of internal evaluation procedures, the examination of program data, special analysis, on-site checking, or any other procedure the Contractor and the above mentioned agencies deem necessary and appropriate. Subject to the discretion of DWD, authorized employees of DWD shall have the right to be present at any and all of the Local Workforce Investment Area Board meetings, Contracting Agency's staff meetings, Board of Director's meetings, Advisory Committee meetings and Advisory Board meetings if an item to be discussed is an item of this Contract Agreement.
17. The Contractor retains full rights and privileges of free use for any products (inventions, patents, copyrights, computer programs, data and databases, reports, studies and other real or intangible property) of funds provided under this agreement. Such rights are as applicable to the entity and as included in Exhibit II-Assurances, Item Two (2).
18. The Contracting Agency shall retain all records pertinent to all grants and agreements, including financial, statistical, property, applicant and participant records and supporting documentation, for a period of three years after the Contracting Agency submits to the Contractor its final expenditure report for that funding period. Records for nonexpendable property shall be retained for a period of three years after final disposition of the property. The aforementioned records will be retained beyond three years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The Contracting Agency shall comply with the Record Retention requirements as applicable to the entity and as included in Exhibit II – Assurances, Item Two (2).
19. The Contracting Agency shall not assign this Contract Agreement or any part thereon unless otherwise provided or without the written consent of the Contractor, but in no case shall such consent relieve the Contracting Agency from the obligation under, or change the terms of the Contract Agreement.

20. The Contracting Agency shall agree that in administering the Contract Agreement that the Local Workforce Investment Area Board will comply with the Conflict of Interest provisions of WIA Section 117 (g), and additionally as included in the State of Missouri Workforce Investment Plan as Attachment 11.

Additionally, in accordance with 29 CFR Part 95.42 or 29 CFR Part 97.36 and as applicable to the entity receiving funds under this contract agreement, the Contracting Agency will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contract that includes such conflicts of interest provisions.

21. The Contracting Agency, by signature of this contract agreement, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract agreement by any federal department or agency. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions is made in accordance with Debarment/Suspension procedures as issued by the 29 CFR Part 98 and any amendments or revisions thereto, which by this reference are incorporated hereto and made a part hereof as if fully rewritten.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date above written.

CONTRACTING AGENCY

STATE OF MISSOURI
DEPARTMENT OF ECONOMIC
DEVELOPMENT
DIVISION OF WORKFORCE
DEVELOPMENT

Authorized Signature

Tom Jones, Director
Division of Workforce Development

Name

Date

Title

Date

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■	Exhibit III, Catalog of Federal Domestic Assistance (CFDA) Numbers	

The amount listed in Paragraph 2, Page 2 of 11 of the Contract Agreement shall be Derived as follows:

PY'01 WIA TITLE I-B ADULT FORMULA	\$	-
FY'02 WIA TITLE I-B ADULT FORMULA		
PY'01 WIA TITLE I-B YOUTH FORMULA	\$	-
OTHER	\$	-
	\$	-
PY'01 WIA TITLE I-B DISLOCATED WORKER FORMULA	\$	-
FY'02 WIA TITLE I-B DISLOCATED WORKER FORMULA		
	\$	-
	\$	-
	\$	-
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GRAND TOTAL PARAGRAPH 2		

Notes:

- 1) LWIA IS LOCAL WORKFORCE INVESTMENT AREA
- 2) WIA IS WORKFORCE INVESTMENT ACT
- 3) PY IS PROGRAM YEAR and FY IS FISCAL YEAR (FEDERAL FUNDING DESIGNATION)
- 4) PY'01/FY'02 WIA is LWIA formula funding issued by DWD Issuance
- 5) PY'01 Adult Formula funding is available 7/1/2001 to 6/30/2003; FY'02 Adult Formula funding is available 10/1/2001 to 6/30/2003.
- 6) PY'01 Dislocated Worker Formula funding is available 7/1/2001 to 6/30/2003; FY'02 Dislocated Worker Formula funding is available 10/1/2001 to 6/30/2003.
- 7) PY'01 Youth Formula funding is available 4/1/2001 to 6/30/2003.

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBERS

<u>PROGRAM / FUNDING</u>	<u>CFDA #</u>
JTPA Title II-A 77% Formula	17.250
JTPA Title II-A 5% Incentive	17.250
JTPA Title II-A 5% Older Individual	17.250
JTPA Title II-A and II-C 8% State Education Projects	17.250
JTPA Title II-A and II-C 8% State Education Coordination	17.250
JTPA Title II-A and II-C 5% Technical Assistance	17.250
JTPA Title II-C 82% Formula	17.250
JTPA Title II-C 5% Incentive	17.250
JTPA Administrative Pool	17.250
JTPA Title II-B Formula	17.250
JTPA Title III Formula	17.246
JTPA Title III 40% Governor's Set-Aside	17.246
JTPA Title III-D Discretionary	17.246
JTPA National Reserve Formula	17.246
JTPA Title III National Reserve 40% Governor's Set-Aside	17.246
JTPA Title IV-C	17.802
Job Opportunities and Basic Skills (JOBS)	93.561
DFS Food Stamps	10.561
JTPA Title IV-D	17.249
National and Community Service Act	94.001
Employment Service	17.207
Employment & Training Assistance-Welfare to Work Grants	17.253
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Missouri Job Development Fund	*
State of Missouri General Revenue	*
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*These funds are State of Missouri General Revenue and not federal funds for CFDA purposes.